arising from the customary duty of stockholders to answer for the debts of an insolvent corporation. This question has just been argued in the case of *Woodworth* v. *Bowles*, 60 Pac. (Kas.), 331, 1900, where the question of the impairment of the obligation of contract hinged on the point whether the stockholder's liability arose in contract or quasi-contract. The court held that it was clearly a contract.

To return to the question of a bank's duties to the holder of a check, it seems that the lack of privity between the holder and the bank does, under the weight of authority, deprive the former of his action. Daniel (Negotiable Instrum. § 1638), attempts to supply this lacking element on the theory, that by the act of presentment, priority is created. It does not seem that this doctrine has yet been adopted.

We cannot approve of the author's caustic criticism of the Illinois Court. They are certainly not to be despised for holding an opinion adopted by two such eminent writers as Morse and Daniel. It is true that uniformity is desirable in our banking law; but we cannot expect a court to decide in favor of that to which they cannot agree. That we should have these discordant opinions is one of the disadvantages of our political system, which are more than offset by its advantages. Furthermore, the objection to the Illinois rule is purely a technical one, and, if the banking interests of this country should in the future demand a different rule in this respect, should not stand in the way of the alteration.

The author, throughout the work, seems very much dissatisfied with the banking law of Illinois. This state comes in for more adverse criticism than any other. The author is a member of the Chicago bar, and it may be that this fact leads him to see more defects in the law of that state than in that of others.

The value of the work is much increased by the appendix which contains all the Federal laws in relation to National Banks. The work, while containing the legal discussions to which we have referred, still commends itself to the practical banker. We can recommend it to all our readers.

*E. W. K.*

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THE CIVIL LAW IN SPAIN AND SPANISH AMERICA, INCLUDING CUBA, PUERTO RICO, AND PHILIPPINE ISLANDS, ETC. By C. S. WALTON, Washington, D. C. W. H. Lowdermilk & Co. 1900.

Undoubtedly the question of most general interest to Americans, be they publicists or private persons, is at the present time concerning our new rights and duties growing out of the acquisition of territory from Spain in consequence of the late war. Whether we regard the acquirement of any or all of our new island possessions as a stupendous blunder, or whether we regard it as simply a fulfillment of our national destiny, or whether we take the middle ground—and probably the true one—that it was neither an unbounded blessing

nor an unmixed misfortune, the subject is of peculiar interest. By consequence, therefore, anything bearing even remotely on this topic is interesting and it is to lawyers especially that Mr. Walton's book will appeal. It is not our purpose here to enter into an elaborate discussion of this valuable work, since space forbids. Suffice it to say that the book contains, besides an elaborate historical introduction and a translation of the Spanish Civil Code of 1889 (extended to Cuba, Puerto Rico and the Philippines), much supplementary matter of importance as well as the Spanish, Mexican, Cuban and Puerto Rican autonomical constitutions. Mr. Walton would seem peculiarly fitted for this work, being a Doctor of the University of Madrid, Licenciate (Bachelor) of the University of Havana and member of the bar of the District of Columbia and of that of the Supreme Court.

Passing by the historical introduction, which is exceedingly interesting as an illumination of comparative jurisprudence, we come to this statement on page 112: "If the conflicting differences between the local and common law, peculiar to Spain and which have little force in Cuba, Puerto Rico, and the Philippines, are eliminated from the Spanish Civil Code, and a few amendments in harmony with United States institutions are substituted for the provisions which relate to monarchical institutions, there would result, in the opinions of those familiar with the subject, a most excellent code suitable for the people of Puerto Rico and the Philippines." This is also the opinion of former Judge Howe, of Louisiana, writing in the Yale *Law Journal* for July. Manifestly such an arrangement would be advantageous even though the laws are not indigenous to the islands, if only because it would avoid the confusion which would necessarily ensue upon introducing our own common law in its entirety into them. It is to be noted, however, that neither our author nor Mr. Howe advocates the retention of the criminal code.

We are sure that Mr. Walton's book will be welcomed by students of law everywhere, involving as it does much new and hitherto generally inaccessible matter, and containing the fruits of much laborious research.

*E. B. S., Jr.*

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THE AMERICAN LAW OF REPLEVIN AND KINDRED ACTIONS. By ROSWELL SHINN, LL. D. Illinois College of Law, Chicago: T. H. Flood & Co. 1899.

Probably no book on this subject shows traces of greater industry and research than this work by Professor Shinn. Not content with a statement of the common law principles of replevin and the statutory modifications generally followed throughout the United States, the author makes in many instances a detailed analysis of the peculiarities of statute and code provisions. His aim throughout is to present in a comprehensive way the whole body of American adjudications bearing on this important remedy. The experience derived in the production of his "American Law of Attachment